

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 1999A21166
	§	
vs.	§	
	§	
Elaine Payne		

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 4701 Chrysler Drive, Apartment 602, Detroit, Michigan 48201.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$2,679.60
B. Current Capitalized Interest Balance and Accrued Interest	\$5,279.92
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00

E. Attorneys fees	\$0.00
Total Owed	\$7,959.52

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

**U.S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS

Name: ELAINE PAYNE

AKA:

Address: 4727 E NEVADA

DETROIT, MI 48234

SSN

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 11/17/98.

On or about 3/20/86, the borrower executed promissory note(s) to secure loan(s) of \$2,500.00 from CITIBANK (NYS) N.A., ROCHESTER, NY. at 8.00% percent interest per annum. This loan obligation was guaranteed by NORTHSTAR GUARANTEE, INC. and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et. seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 8/28/87, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,679.60 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 1/30/93, assigned its rights and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower owes the United States the following:

Principal:	\$ 2,679.60
Interest:	\$ 2,339.46
Administrative/Collection Costs:	\$ 0.00
Late fees:	\$ 0.00
Total Debt as of 11/17/98 :	\$ 5,019.06

Interest accrues on the principal shown here at the rate of \$0.59 per day.

Pursuant to 28 USC §1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 11/23/98

Name: 

Title: Loan Analyst

Branch: Litigation

Your Name: ERNEST ARNE

W. S. K. W. R. E. N.
Your City/State/ZIP Detroit, MI 48227

- PROMISE TO PAY**

Citibank (N.Y.B.) N.A.

Richmond, NY

15-14234-10-112 514787

2500.00

1. 白雲山北麓地產藥材

C. MODIFICATION OF REPAYMENT TERMS

- ## MAJESTICATIONS SEFALL

- ## CREDIT PURCHASE NOTIFICATION

- ## FAIR CHARTERS

- OFFICE TO CORFUON

Edward Payne 3/30/88

BEST COPY AVAILABLE
AT TIME OF FILMING

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DEFERMENT OF REPAYMENT

I understand that in certain instances authorized by the ACT the payments that I am required to make under Section D may be deferred. Payments of principal on my loan will be deferred after the repayment period begins, because of circumstances listed below, provided I comply with the procedural requirements set forth in the regulations governing the GSLP:

1. While I am enrolled in -

A. Full time study at a school that is participating in the GSLP (however, citizen's or national's may attend schools outside of the U.S.)

B. Full time study at the Federal Reserve Bank of New York that is operated by an agency of the Federal Reserve System

C. A graduate

D. A rehabilitation

Pay to the order of Higher Education Assistance Foundation (HEAF) without recourse, provided, however, notwithstanding this endorsement without recourse, the undersigned hereby expressly

Secretary of Education.

2. For periods not

A. On active duty of the United States

B. Serving as a

C. Serving as a program (e)

D. Serving as a 501 (c)(3) or performed in

E. Temporarily employment established by

1. Warrants that
a) no defense of any party is good against the undersigned and
b) the undersigned is not in default under the terms of that certain Lender Agreement for Guarantee of Student Loans with Federal Reinsurance (Lender Agreement) between it and HEAF in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by HEAF

icer in the Commissioned Corps

2. Disclaims the implied warranty that it has no knowledge of any insolvency proceeding instituted with respect to the maker of this instrument and instead warrants that to the extent it has knowledge of any such proceeding it has disclosed the same to HEAF, but no other implied warranties are made, disclosed

service Act of 1973 (ACTION

income taxation under Section which is comparable to service

3. Acknowledges that

a) upon payment in full by HEAF of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all of its obligations to the undersigned arising out of said Lender Agreement, and
b) notwithstanding payment by HEAF of the undersigned's claim and acceptance by HEAF of transfer of this instrument in consideration thereof, HEAF has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement

physician, or unable to secure temporarily totally disabled, as

ed for me to gain professional

but unable to find full-time

ability, I must subsequently if it exists.

3. For a period not as recognition require

4. For a single period employment in the

To be granted a deferment notify the lender as set forth

By Thomas M. Beck
He Guaranty Student Loan Center
(Manager)

By _____
He _____
Date 9/24/12

If I am unable to request the lender to modify these

tion D, I may request the

any of the following:

- 1) A short period of time in which payments are waived.
- 2) A reasonable extension of time for making payments.
- 3) Making smaller payments than were originally scheduled.

I understand that I will remain responsible for payment of interest during this period which the lender may (a) collect from me on a periodic basis or (b) accrue and add to the principal balance of the loan.

REPAYMENT BY DEPARTMENT OF DEFENSE

Under certain circumstances, military personnel may have their loans repaid by the Secretary of Defense, in accordance with Section 202 of the Department of Defense Authorization Act, 1981 (P.L. 96-342, 10 U.S.C. 2141).

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